

Overall Comments

Click the **Add Comment** button to enter a comment about the document as a whole (e.g., effectiveness, tone, applicability, clarity). Do not use this section to comment on a specific section of the document.

Suggested comment from Cynthia Baebler for Ames Site Office

This package represents the official, consolidated comments of N/A - **Comment package automatically submitted.**
No Comment

Suggested comment from Donna Spencer for Berkeley Site Office

This package represents the official, consolidated comments of N/A - **Comment package automatically submitted.**
No Comment

Major comment from Debra Smiley for Bonneville Power Administration

The Bonneville Power Administration (BPA) appreciates the opportunity to review and comment on draft DOE O 350.1, Chg 5, Contractor Human Resources Management Programs. BPA's major comment addresses the applicability of the Order to BPA's unique authorities and functions. Upon review, BPA has noted that the draft Order is written to address contractors who manage government owned facilities and reimbursement contracts. BPA business operations do not necessitate the use of these types of contract personnel or to enter into such contracts. In addition, consistent with BPA's unique, statutory procurement authorities the draft Order does not apply to BPA.

Because BPA is named in the list linked to from within the draft Order, BPA respectfully requests that the reference to Bonneville Power Administration be removed from the linked list, thus rendering the draft directive non applicable to BPA consistent with DOE O 251.1C, Departmental Directives Program policy, or that language exempting BPA be added to the Applicability section of the draft Order.

Again, BPA appreciates the opportunity to review and comment on draft DOE O 350.1, Chg 5, Contractor Human Resources Management Programs.

Response:

Accept

Suggested comment from Helen Todosow for Brookhaven National Laboratory

BNL has no comments regarding the changes proposed in DOE 350.1 Chg. 5

Suggested comment from Aundrea Clifton for Brookhaven Site Office

This package represents the official, consolidated comments of N/A - **Comment package automatically submitted.**

Included comments:**Helen Todosow for Brookhaven National Laboratory**

BNL has no comments regarding the changes proposed in DOE 350.1 Chg. 5

Suggested comment from Andrea Cooper for Carlsbad Field Office

No Comment

Suggested comment from Lynette Kane for Chicago Office

This package represents the official, consolidated comments of N/A - **Comment package automatically submitted.**
No Comment

Suggested comment from Dan Sansotta for East Tennessee Technology Park - UCOR (URS | CH2M)

This package represents the official, consolidated comments of **N/A - Comment package automatically submitted.**
No Comment

Suggested comment from Ronald Cavalier for Hanford - Mission Support Alliance (MSA)

This package represents the official, consolidated comments of **RJ Cavalier**
No Comment

Suggested comment from Sharon Edge-Harley for Headquarters AU (formerly HS)

This package represents the official, consolidated comments of **William A. Eckroade, Principal Deputy Chief for Operations and Lesley A. Gasperow, Principal Deputy Chief for Corporate Functions**

No Comment

Response:

Accept No action needed.

Suggested comment from John Wall for Headquarters CF

No Comment

Response:

Accept No action needed.

Suggested comment from Daniel Woomer for Headquarters CI

This package represents the official, consolidated comments of **N/A - Comment package automatically submitted.**
No Comment

Response:

Accept No action needed.

Suggested comment from Rauland Sharp for Headquarters HC

This package represents the official, consolidated comments of **N/A - Comment package automatically submitted.**
No Comment

Response:

Accept No action needed.

Suggested comment from Bill Schwartz for Headquarters HG

This package represents the official, consolidated comments of **Poli A. Marmolejos, Director**
No Comment

Response:

Accept No action needed.

Suggested comment from Felicia Jones for Headquarters IG

No Comment

Response:

Accept No action needed.

Suggested comment from Emily Jackson for Headquarters LM

No Comment

Response:

Accept No action needed.

Major comment from Cathy Tullis for Headquarters NA

This package represents the official, consolidated comments of **Cathy Tullis**

Included comments:

Ken West for NA-Acquisition and Project Management

Overall/General Comments : All references to Insurance need to be removed unless specifically identified as Risk Insurance.

Response:

Accept with Modifications

Insurance is a risk financing technique. Any reference to contractor insurance program(s) in Chapter VII shall mean contractor liability insurance program.

Ken West for NA-Acquisition and Project Management

Overall/General Comments: Suggest this entire chapter be eliminated because requirements are driven by the FAR clauses 28.307-1, 28.307-2 and 28-308. The requirements of Federal personnel set forth in this Order are not currently performed and I do not know whether the SPE and HCA, or their CHR delegees currently have the expertise to perform the requirements set forth in the Order.

Response:

Reject

Chapter VII is the implementing instructions of FAR 28 and DEAR 928the to DOE personnel responsible for the oversight of contractor liability insurance programs. It is also the implementing instructions of FAR 31.205-19, Insurance and Indemnification. Hence, Ch VII is necessary and should remain in DOE O 350.1. The removal of Ch VII from the Order will jeopardize Contracting Officer's ability to perform its contract administration responsibility at FAR 42.302(a)(2), "Review the Contractor's Insurance Plans". The Office of Contractor Human Resources Management Division, MA-612 receives/responds to numerous field offices request for assistance with respect to Ch VII requirements. MA-612 will be issuing an Insurance Manual to further assist the cognizant DOE personnel in their oversight of the contractor insurance program(s).

Suggested comment from Cathy Tullis for Headquarters NA

This package represents the official, consolidated comments of **Cathy Tullis**

Included comments:

Ken West for NA-Acquisition and Project Management

Overall/General Comments : This should be Chapter IV as current 350.1 chapters 1-3 are being eliminated due to DOE Order 350-3.

Response:

Reject

Chapter VII is the implementing instructions of FAR 28 and the aforementioned FAR and DEAR clauses to DOE personnel responsible for the oversight of contractor liability insurance programs. It is also the implementing instructions of FAR 31.205-19, Insurance and Indemnification. Hence, Ch VII is necessary and should remain in DOE O 350.1. The removal of Ch VII from the Order will jeopardize Contracting Officer's ability to perform its contract administration responsibility at FAR 42.302(a)(2), "Review the Contractor's Insurance Plans". The Office of Contractor Human Resources Management Division, MA-612 receives/responds to numerous field offices request for assistance with respect to Ch VII requirements. MA-612 will be issuing an Insurance Manual

to further assist the cognizant DOE personnel in their oversight of the contractor insurance program(s).

Henry Van Dyke for NA-General Counsel

Per draft 350.3, Chapter I *Labor Relations*, Chapter 2 *Labor Standards*, and Chapter III *Reductions in Contractor Employment*, of DOE O 350.1 Chg 4, *Contractor Human Resource Management Programs*, dated 9-30-1996 are being cancelled. These chapters should be red-lined (deleted) from 350.1.

Response:

Accept with Modifications

OGC is the process owner of Ch III which is in the process of being removed from DOE O 350.1. The following represents the RevCom process for this action:

The removal of Chapters I, II, and III from 350.1 cannot occur until the new 350.3 has been approved. Once approved (and as reflected in the draft currently in RevCom), 350.3 will have a cancellation section noting that Chapters I, II, and III of 350.1 are cancelled by 350.3. Additionally, upon approval of 350.3, the substance of Chapters I, II, and III in 350.1 will be removed and a placeholder will be inserted for each Chapter stating that the Chapters have been removed and updated in 350.3.

Suggested comment from PK Niyogi for Headquarters NE

No Comment

Response:

Accept No action needed.

Suggested comment from Christie Melbiess for Idaho National Laboratory - NE

Included comments:

Delegate Ray Enge for Idaho National Laboratory - NE

No Comment

Suggested comment from Carla Campbell for Idaho National Laboratory - ICP-EM

No Comment

Suggested comment from David Neil for Idaho Operations Office (EM)

Included comments:

Delegate Paul H Allen for Idaho Operations Office (EM)

No Comment

Suggested comment from David Neil for Idaho Operations Office (NE)

Included comments:

Delegate Paul H Allen for Idaho Operations Office (NE)

No Comment

Suggested comment from Yvonne Salaz for Los Alamos National Laboratory

This package represents the official, consolidated comments of Y. Salaz, LANL DPC

No Comment

Suggested comment from Bo Kim for NA-00

This package represents the official, consolidated comments of **N/A - Comment package automatically submitted.**
No Comment

Suggested comment from Jeanne Hill for NA-10 Defense Programs

This package represents the official, consolidated comments of **Jeanne Hill, DPC for NA-10**
No Comment

Suggested comment from Ann Madison for NA-20 Defense Nuclear Nonproliferation

This package represents the official, consolidated comments of **Jacquelin McKisson, NA-20 Management Analyst**
No Comment

Suggested comment from Donna Barnette for NA-30 Naval Reactors

This package represents the official, consolidated comments of **N/A - Comment package automatically submitted.**
No Comment

Suggested comment from Diana Tamayo for NA-80 Counterterrorism and Counterproliferation

No Comment

Major comment from Ken West for NA-Acquisition and Project Management

This package represents the official, consolidated comments of **Barbara Stearrett**

Overall/General Comments: Suggest this entire chapter be eliminated because requirements are driven by the FAR clauses 28.307-1, 28.307-2 and 28-308. The requirements of Federal personnel set forth in this Order are not currently performed and I do not know whether the SPE and HCA, or their CHR delegates currently have the expertise to perform the requirements set forth in the Order.

Response:

Reject

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Overall/General Comments : All references to Insurance need to be removed unless specifically identified as Risk Insurance.

Response:

Accept with Modifications

Insurance is a risk financing technique. Any reference to contractor insurance program(s) in Chapter VII shall mean contractor liability insurance program.

Suggested comment from Ken West for NA-Acquisition and Project Management

This package represents the official, consolidated comments of **Barbara Stearrett**

Overall/General Comments : This should be Chapter IV as current 350.1 chapters 1-3 are being eliminated due to DOE Order 350-3.

Response:

Reject

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Suggested comment from Henry Van Dyke for NA-General Counsel

This package represents the official, consolidated comments of **H. Van Dyke, Deputy General Counsel**

Per draft 350.3, Chapter I *Labor Relations*, Chapter 2 *Labor Standards*, and Chapter III *Reductions in Contractor Employment*, of DOE O 350.1 Chg 4, *Contractor Human Resource Management Programs*, dated 9-30-1996 are being cancelled. These chapters should be red-lined (deleted) from 350.1.

Response:

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Suggested comment from Derek LaHouse for NA-Management and Budget

This package represents the official, consolidated comments of **Derek LaHouse**

No Comment

Suggested comment from Jeannie Berens for National Renewable Energy Laboratory

No Comment

Suggested comment from Mike Collins for Nevada Field Office

This package represents the official, consolidated comments of **NFO Executive Council**

No Comment

Suggested comment from Patricia Hartig for Nevada National Security Site - Wackenhut Services Inc.

No Comment

Suggested comment from Sharon O'Bryant for NNSA Production Office

Included comments:

SME Jill.Albaugh@npo.doe.gov

No Comment

SME Frank.Cruz@npo.doe.gov

no comments

SME ron.mendoza@npo.doe.gov

Please Note: The specific chapters are not available for comments in REVCOM

1. Page II-1, Chapter II Labor Standards, Applicability: To be consistent with the overall Applicability reflected

at the document beginning on page 4 - consider adding ...or Department-leased facilities..

2. Page II-3 (and H-4) #4 paragraph: Considered adding ...and, - at the end of the paragraph leading into #5 paragraph.

3. Page III-1, Chapter III Reductions in Contractor Employment, Applicability: Same comment as number one above - consider adding ...or Department-leased facilities.

4. Page VIII-3, Contact: To be consistent: the telephone number for the Office of Contractor Human Resource Management was corrected on page VII-4, consider correcting to (202) 287-1330🌀🌀🌀🌀🌀🌀🌀 on this page also.

5. Page IX-1 (and IX-2) Chapter IX Employee Assistance Programs, Contact: Same comment as number four above - consider correcting contact telephone number to (202) 287-1330🌀🌀🌀🌀🌀🌀🌀.

6. Page III-3 - Items (c) 2, 4, 5, 6, and 8 should belong to Contractor M&O actions and submit them to Heads of Field Elements for verification, coordination and approval. Resolution: Add item "d. M&O Contractor and include items 2, 4, 5, 6 and 8 as their responsibilities."

7. Page VIII-I This page should belong to Safety and Health Office of Occupational Medicine and Medical Surveillance since they are responsible in the development of policies and procedure specific for the program. Resolution: Please ask HQ to reevaluate the organizational functional responsibilities

8. Page VIII-5 This page should belong to Safety and Health Office of Occupational Medicine and Medical Surveillance since they are responsible in the development of policies and procedure specific for the program. Resolution: Please ask HQ to reevaluate the organizational functional responsibilities

SME williamsonpl@y12.doe.gov

No Comment

SME thuecksl@y12.doe.gov

No Comment

SME macklinsj@y12.doe.gov

No Comment

Linell Carter for Pantex - BWXT Pantex, LLC

No Comment

Suggested comment from Kathy Myers for Oak Ridge Institute for Science and Education

Included comments:

SME Tom.Wantland@ornl.gov

No Comment

SME Dan.Standley@ornl.gov

No Comment

Suggested comment from Regina Loy for Oak Ridge National Laboratory

No Comment

Suggested comment from Gary Richards for Oak Ridge National Laboratory - Isotek Systems, LLC

This package represents the official, consolidated comments of N/A - Comment package automatically submitted.

No Comment

Suggested comment from Bobby Williams for Office of River Protection

No Comment

Suggested comment from Madelyn Wilson for Office of Scientific and Technical Information

No Comment

Suggested comment from Regina Zehm for Pacific Northwest Site Office

This package represents the official, consolidated comments of N/A - Comment package automatically submitted.

No Comment

Suggested comment from Linell Carter for Pantex - BWXT Pantex, LLC

No Comment

Suggested comment from Joshua Hammill for Princeton Site Office

This package represents the official, consolidated comments of N/A - Comment package automatically submitted.

No Comment

Suggested comment from Jennifer Bitsie for Sandia Field Office

Included comments:

SME lloyd.deserisy@nnsa.doe.gov

All changes appear administrative and do not appear to effect changes to current implementation or intent of the directive.

SME marrome@sandia.gov

No Comment

Suggested comment from Jacquelyn Silva for Sandia National Laboratories

Included comments:

SME marrome@sandia.gov

No Comment

Suggested comment from Sandee Greene for Savannah River Field Office

No Comment

Suggested comment from Tracy Williamson for Savannah River Operations Office (EM)

Included comments:

SME yvonne.gentry@srs.gov

No Comment

SME Joe.DaVia@srs.gov

The revision addresses the discontinuation of the DOE Retrospective Rating Insurance Plan and continues in the path of moving the CRDs into the contract language.

Minor: There may be some overlap with Chapter V regarding Workers Compensation claims settlement threshold (Chapter V, 4. b. 11). While Chapter V assigns responsibility for establishing the threshold to the HCAs, Chapter VII assigns responsibility for performing threshold reviews to the SPE. Having these assignments in the same chapter would make revisions easier.

No other concerns.

SME stephen.atchley@srs.gov

No Comment

<p>Bruce Way for Savannah River Site - Savannah River Nuclear Solutions (SRNS) EM</p> <p>No Comment</p>
<p>Suggested comment from Bruce Way for Savannah River Site - Savannah River Nuclear Solutions (SRNS) EM</p> <p>No Comment</p>
<p>Suggested comment from Kyong Watson for SLAC National Accelerator Laboratory Site Office</p> <p>This package represents the official, consolidated comments of N/A - Comment package automatically submitted.</p> <p>No Comment</p>
<p>Major comment from Joe Scarcello for Thomas Jefferson National Accelerator Facility</p> <p>No Comments.</p>
<p>Major comment from Scott Mallette for Thomas Jefferson Site Office</p> <p>This package represents the official, consolidated comments of N/A - Comment package automatically submitted.</p> <p>Included comments:</p> <p>Joe Scarcello for Thomas Jefferson National Accelerator Facility</p> <p>No Comments.</p>
<p>Suggested comment from Scott Mallette for Thomas Jefferson Site Office</p> <p>This package represents the official, consolidated comments of N/A - Comment package automatically submitted.</p> <p>Included comments:</p> <p>SME dbrittin@jlab.org</p> <p>The relationship between Order 350.1 Chg 5 (including this proposed change) and the proposed Order 350.3 is not clear; i.e. why the need for two different Orders? Could they not be combined into one Order?</p>
<p>Suggested comment from Mark Schwippert for West Valley Demonstration Project Office</p> <p>No Comment</p>
<p>Suggested comment from Clarence Hinton for Y-12 National Security Complex - BWXT</p> <p>This package represents the official, consolidated comments of Clarence C. Hinton</p> <p>Included comments:</p> <p>SME williamsonpl@y12.doe.gov</p> <p>No Comment</p> <p>SME thuecksl@y12.doe.gov</p> <p>No Comment</p> <p>SME macklinsj@y12.doe.gov</p> <p>No Comment</p>

Changes to Chapter VII

NOTE: To see changes in context, see the PDF (Entire document)

**CHAPTER VII.
RISK MANAGEMENT AND **INSURANCE** PROGRAMS**

Major comment from Steve Duarte for Headquarters GC

Included comments:

SME Eric.Mulch@hq.doe.gov

NOTE: Although not tasked with reviewing chapters other than the revised Chapter VII, GC-61 notes that there are significant issues with the CRDs and contractor applicability statements in Chapters XIII and IX. Please contact Eric Mulch to discuss these issues.

Response:

Accept with Modifications

The comment is not applicable to Chapter VII of DOE Order 350.1.

The Office of Employee Safety & Health is the process owner of Chapters VIII and IX. The requirements of both chapters are in rulemaking process. Chapters VIII and IX are being maintained in DOE Order 350.1 until the rulemaking is completed. Thereafter, the chapters will be deleted from DOE Order 350.1

Suggested comment from Robert Park for Lawrence Livermore National Laboratory

Okay with removal of "insurance" from title

Suggested comment from Walter Cyganowski for Livermore Field Office

Included comments:

Robert Park for Lawrence Livermore National Laboratory

Okay with removal of "insurance" from title

1. OBJECTIVES.

1. OBJECTIVES.

- a. To assign responsibilities and authorities for the review and approval of contractor insurance programs, **such as group health and welfare, workers' compensation, and third party liability insurance plans.****
- b. Ensure ~~DOE~~ compliance with applicable insurance and indemnification requirements.**
- c. Provide a framework through which DOE contractors can develop a cost-effective program for handling liability matters peculiar to their operational responsibility.**

Major comment from Kathleen Ellis for Argonne National Laboratory

We believe that inclusion of health and welfare benefit plans in this chapter is inappropriate. These plans are fundamentally different than the liability insurance policies covered in this chapter. Contractor health and welfare benefit plans are addressed elsewhere - including standards related to cost and value. To include health and welfare plans in this chapter is duplicative and

has the capacity to unnecessarily increase costs. Additionally, it is unclear how many of the reporting and review requirements of this chapter would to health and welfare benefit plans.

Major comment from John Kasproicz for Argonne Site Office

Included comments:

Kathleen Ellis for Argonne National Laboratory

We believe that inclusion of health and welfare benefit plans in this chapter is inappropriate. These plans are fundamentally different than the liability insurance policies covered in this chapter. Contractor health and welfare benefit plans are addressed elsewhere - including standards related to cost and value. To include health and welfare plans in this chapter is duplicative and has the capacity to unnecessarily increase costs. Additionally, it is unclear how many of the reporting and review requirements of this chapter would to health and welfare benefit plans.

Major comment from Cathy Tullis for Headquarters NA

Included comments:

Ken West for NA-Acquisition and Project Management

1. Objectives a.: Add a definition of insurance programs. Be specific as to types of insurances covered in this section.

Response:

Accept

The following definition of a contractor liability insurance program(s) will be added. "Any type of insurance policy that protects the contractor from the risk of being held legally liable for adverse actions associated with its operations, including malpractice, injury or negligence. Types of insurance includes general liability, automobile liability, employer's liability, etc."

Ken West for NA-Acquisition and Project Management

1. Objectives a.: Recommend deletion of all references to health and welfare plans be removed because Chapter 5 of this Order already delineates requirements for health and welfare plans. This would eliminate duplication between the two chapters.

Response:

Accept 1.a will read as follows: To assign responsibilities and authorities for the review and approval of contractor insurance programs, i.e., "Any type of insurance policy that protects the contractor from the risk of being held legally liable for adverse actions associated with its operations, including malpractice, injury or negligence. Types of insurance includes general liability, automobile liability, employer's liability, etc."

Henry Van Dyke for NA-General Counsel

In Objectives(a), please clarify the types of insurance to which this Order should apply. Please specify whether it is auto, general liability and workers compensation only. Chapter 5 of 350.1 treats health and welfare programs already. In addition, as an overall comment, is Chapter VII necessary? Does it do anything that the FAR clauses (28.307-2-1, 29.307-2 and 28.308 and DEAR 970.5228-1 Insurance--Litigation and Claims) do not already do?

The requirements of Federal personnel set forth in this Order are not currently performed and I do not know whether the SPE and HCA, or their CHR delegates currently have the expertise to perform the requirements set forth in the Order.

1.b, states that we will ensure compliance with applicable insurance and indemnification requirements. Which indemnification requirements are being referred to? 85-804? Any other indemnification agreements?

Response:

Accept

. 1.a will read as follows: To assign responsibilities and authorities for the review and approval of contractor insurance programs, i.e., Any type of insurance policy that protects the contractor from the risk of being held legally liable for adverse actions associated with its operations, including malpractice, injury or negligence. Types of insurance includes general liability, automobile liability, employer's liability, etc.

Response to Question. Chapter VII reflects Departmental policies and procedures for implementing the requirements of FAR 28 and the FAR and DEAR clauses referenced in the comment. Without Departmental policies and procedures in place to implement the requirements of Federal regulations there will be no assurance that such regulations will be appropriately followed. The lack of expertise to perform an oversight requirement cannot be the basis for removing the requirement. Rather, it must be the basis for strengthening the Department's knowledge base when it comes to compliance with the requirement.

The indemnification referred to i.b pertains to the "financial protection" for public liability caused by nuclear hazards and the cost of defending and settling those claims pursuant to P.L 85-265. Atomic Energy Act of 1954, as amended. The Law is item 5.1 in the Reference section of Ch in DOE O 350.1.

Suggested comment from Cathy Tullis for Headquarters NA**Included comments:****Ken West for NA-Acquisition and Project Management**

1. Objectives b.: Clarify which indemnification requirements are being referred to? 85-804? Any other indemnification agreements?

Response:

Accept with Modifications

The indemnification referred to i.b pertains to the "financial protection" for public liability caused by nuclear hazards and the cost of defending and settling those claims pursuant to P.L 85-265. Atomic Energy Act of 1954, as amended. The Law is item 5.1 in the Reference section of Ch in DOE O 350.1.

Major comment from Jennifer Kelley for Headquarters SC

We believe that inclusion of health and welfare benefit plans in this chapter is inappropriate. These plans are fundamentally different than the liability insurance policies covered in this chapter. Contractor health and welfare benefit plans are addressed elsewhere - including standards related to cost and value. To include health and welfare plans in this chapter is duplicative and has the capacity to unnecessarily increase costs. Additionally, it is unclear how many of the reporting and review requirements of this chapter would to health and welfare benefit plans. The OBJECTIVE statement as written implies that this chapter relates to the review and approval of health and welfare plans, which is addressed under the Benefits chapter. The statement requires revision to emphasize the risk-related aspect of health and welfare plans that this chapter covers.

Response:

Accept References to health and welfare benefit plans have been removed.

Suggested comment from Robert Park for Lawrence Livermore National Laboratory

no issues - note that health/welfare programs and workers comp/third party liability insurance may be handled by different departments in the contractor's organization

Suggested comment from Walter Cyganowski for Livermore Field Office

Included comments:

Robert Park for Lawrence Livermore National Laboratory

no issues - note that health/welfare programs and workers comp/third party liability insurance may be handled by different departments in the contractor's organization

Major comment from Ken West for NA-Acquisition and Project Management

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Response:

Accept

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Suggested comment from Ken West for NA-Acquisition and Project Management

1. Objectives b.: Clarify which indemnification requirements are being referred to? 85-804? Any other indemnification agreements?

Response:

Accept with Modifications

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Major comment from Henry Van Dyke for NA-General Counsel

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2. APPLICABILITY

2. APPLICABILITY. This chapter is applicable to all DOE elements responsible for management of cost reimbursable contracts that include provisions for the reimbursement of contractor human resources and insurance costs, such as a third party liability insurance cost. ~~applies to all Departmental Elements responsible for the contracts for management, operation, and control of DOE facilities. Application to other designated long-lived onsite contracts is optional at the discretion of Departmental and Field Elements.~~

Major comment from Steve Duarte for Headquarters GC

Included comments:

SME Eric.Mulch@hq.doe.gov

Delete "cost reimbursable" before "contracts". It is redundant and also limiting in that DOE is advocating hybrid contract use.

Response:

Accept

Major comment from Cathy Tullis for Headquarters NA

Included comments:

SME JoAnn.Wright@nnsa.doe.gov

The M&O will have to provide certain deliverables (documentation, information) in order for the COs to conduct various required reviews. Therefore, the directive will need to identify contractor requirements in a CRD.

Response:

Accept with Modifications

Ch VII CRD, which contains directions to the DOE contractor including deliverables (documentation, information) is being converted to a Special H Clause. This action is consistent with the recent changes implemented in Chapters IV, V, and VI of DOE Order 350.1.

Suggested comment from Cathy Tullis for Headquarters NA**Included comments:****Ken West for NA-Acquisition and Project Management**

2. Applicability : There is a general Applicability provision that is located at the beginning of the Order which includes the boilerplate NNSA applicability language. Is it necessary to restate applicability in Chapter 7? This is of particular concern to NNSA because the NNSA language is not in the Chapter 7 applicability language. NNSA would take the position that the NNSA boilerplate language regarding applicability would apply to all chapters of the Order; however, including different applicability language in Chapter 7 makes the issue of NNSA applicability a bit unclear because the term "DOE elements" as used in the applicability section of Chapter 7 includes NNSA. It may be better to include the NNSA language in the applicability section for this chapter OR delete the Applicability section in Chapter 7 OR under "Applicability" in Chapter 7 refer to the applicability language found at the beginning of the Order.

Response:

Accept with Modifications The general applicability provision located at the beginning of the Order which includes the NNSA applicability language is applicable to Chapter VII. The short applicability language in Chapter VII describes the contract cost being addressed by the chapter. This approach is consistent with the resolution to the NNSA comments/concerns on the applicability language used when Chapters IV, V and VI of the Order were updated.

Henry Van Dyke for NA-General Counsel

delete "cost reimbursable" in line 2. The oversight responsibilities should also extend to contracts that include cost reimbursable elements (e.g., hybrid contracts) but which would not be entirely characterized as cost reimbursable contracts.

There is a general Applicability provision that is located at the beginning of the Order which includes the boilerplate NNSA applicability language. Is it necessary to restate applicability in Chapter 7? This is of particular concern to NNSA because the NNSA language is not in the Chapter 7 applicability language. NNSA would take the position that the NNSA boilerplate language regarding applicability would apply to all chapters of the Order; however, including different applicability language in Chapter 7 makes the issue of NNSA applicability a bit unclear because the term "DOE elements" as used in the applicability section of Chapter 7 includes NNSA. It may be better to include the NNSA language in the applicability section for this chapter OR delete the Applicability section in Chapter 7 OR under "Applicability" in Chapter 7 refer to the applicability language found at the beginning of the Order.

Response:

Accept with Modifications

The phrase "cost reimbursable" has been deleted.

The general applicability provision located at the beginning of the Order which includes the NNSA applicability

language is applicable to Chapter VII. The short applicability language in Chapter VII describes the contract cost being addressed by the chapter. This approach is consistent with the resolution to the NNSA comments/concerns on the applicability language used when Chapters IV, V and VI of the Order were updated.

Ken West for NA-Acquisition and Project Management

2. Applicability : Recommend deletion of "cost reimbursable" in line 2. The oversight responsibilities should also extend to contracts that include cost reimbursable elements (e.g., hybrid contracts) but which would not be entirely characterized as cost reimbursable contracts.

Response:

Accept

Suggested comment from Ken West for NA-Acquisition and Project Management

2. Applicability : Recommend deletion of "cost reimbursable" in line 2. The oversight responsibilities should also extend to contracts that include cost reimbursable elements (e.g., hybrid contracts) but which would not be entirely characterized as cost reimbursable contracts.

Response:

Accept

2. Applicability : There is a general Applicability provision that is located at the beginning of the Order which includes the boilerplate NNSA applicability language. Is it necessary to restate applicability in Chapter 7? This is of particular concern to NNSA because the NNSA language is not in the Chapter 7 applicability language. NNSA would take the position that the NNSA boilerplate language regarding applicability would apply to all chapters of the Order; however, including different applicability language in Chapter 7 makes the issue of NNSA applicability a bit unclear because the term "DOE elements" as used in the applicability section of Chapter 7 includes NNSA. It may be better to include the NNSA language in the applicability section for this chapter OR delete the Applicability section in Chapter 7 OR under "Applicability" in Chapter 7 refer to the applicability language found at the beginning of the Order.

Response:

Accept with Modifications The general applicability provision located at the beginning of the Order which includes the NNSA applicability language is applicable to Chapter VII. The short applicability language in Chapter VII describes the contract cost being addressed by the chapter. This approach is consistent with the resolution to the NNSA comments/concerns on the applicability language used when Chapters IV, V and VI of the Order were updated.

Suggested comment from Henry Van Dyke for NA-General Counsel

delete "cost reimbursable" in line 2. The oversight responsibilities should also extend to contracts that include cost reimbursable elements (e.g., hybrid contracts) but which would not be entirely characterized as cost reimbursable contracts.

There is a general Applicability provision that is located at the beginning of the Order which includes the boilerplate NNSA applicability language. Is it necessary to restate applicability in Chapter 7? This is of particular concern to NNSA because the NNSA language is not in the Chapter 7 applicability language. NNSA would take the position that the NNSA boilerplate language regarding applicability would apply to all chapters of the Order; however, including different applicability language in Chapter 7 makes the issue of NNSA applicability a bit unclear because the term "DOE elements" as used in the applicability section of Chapter 7 includes NNSA. It may be better to include the NNSA language in the applicability section for this chapter OR delete the Applicability section in Chapter 7 OR under

"Applicability" in Chapter 7 refer to the applicability language found at the beginning of the Order.

Response:

Accept with Modifications

The phrase " cost reimbursable" has been deleted.

The general applicability provision located at the beginning of the Order which includes the NNSA applicability language is applicable to Chapter VII. The short applicability language in Chapter VII describes the contract cost being addressed by the chapter. This approach is consistent with the resolution to the NNSA comments/concerns on the applicability language used when Chapters IV, V and VI of the Order were updated.

Major comment from Jennifer Bitsie for Sandia Field Office

Included comments:

SME JoAnn.Wright@nnsa.doe.gov

The M&O will have to provide certain deliverables (documentation, information) in order for the COs to conduct various required reviews. Therefore, the directive will need to identify contractor requirements in a CRD.

Response:

Accept with Modifications

Ch VII CRD, which contains directions to the DOE contractor including deliverables (documentation, information) is being converted to a Special H Clause. This action is consistent with the recent changes implemented in Chapters IV, V, and VI of DOE Order 350.1.

3. REQUIREMENTS

3. REQUIREMENTS. A cost-effective insurance program will be developed ~~covering employer's liability, commercial general liability, business auto liability, aircraft public and passenger liability, and vessel liability~~ pursuant to FAR 28.307.

Suggested comment from Kathleen Ellis for Argonne National Laboratory

Suggested comment from John Kasproicz for Argonne Site Office

Included comments:

Kathleen Ellis for Argonne National Laboratory

Major comment from Steve Duarte for Headquarters GC

Included comments:

SME Eric.Mulch@hq.doe.gov

Replace "FAR 28.307" with "FAR part 28 and DEAR part 928"

Response:

Accept

Suggested comment from Jennifer Kelley for Headquarters SC

It is helpful having the various types of required insurance listed rather than just the FAR citation.

Response:

Accept with Modifications The focus of FAR Part 28 and DEAR 928 is insurance under fixed price and cost-reimbursement contract. There is a wide variety of insurance to which the FAR and DEAR cost principles are applicable to. There is a risk of omitting certain types of insurance if the Order is to attempt to list them all. Examples of contractor liability insurance program has been provided in Objectives a.(1).

Suggested comment from Jodi Dawson for Richland Operations Office

Included comments:

SME Cindy.Oliver@rl.doe.gov

Should FAR 28.308 Self-Insurance also be included as it is included in this Chapter. FAR 28.307 only addresses Insurance under Cost-Reimbursement contracts and discusses Group Insurance Plans and Liability, but not Self-Insurance.

Suggested comment from Jennifer Bitsie for Sandia Field Office

Included comments:

SME marrome@sandia.gov

Cost-effective and competitive benefits & insurance programs will be developed pursuant to FAR 28.307.

Suggested comment from Jacquelyn Silva for Sandia National Laboratories

Included comments:

SME marrome@sandia.gov

Cost-effective and competitive benefits & insurance programs will be developed pursuant to FAR 28.307.

4. RESPONSIBILITIES

4. RESPONSIBILITIES.

a. ~~Senior Procurement Executive~~ Director, ~~Office of Contract Management and Administration~~.

- (1) ~~Develops and assists with the implementation of~~ policies, procedures, and standards for contractor insurance programs.
- (2) Provides advice and assistance to Heads of Departmental and Field Elements on all contractor insurance matters, when requested. Areas of consultation include:
 - (a) policy and plan review,
 - (b) claims administration review for adequacy and cost effectiveness,
 - (c) final insurance policy or program cost settlements,
 - (d) claim threshold reviews ~~along with~~ **and reviews of** claims that exceed established thresholds,
 - (e) support of claims services negotiation, and
 - (f) required language in covered contracts.
- (3) ~~Maintains~~ **Acts as a** liaison and consults with other federal agencies and insurance industry organizations concerning insurance matters.
- (4) Consults with the Office of General Counsel concerning oversight of Contractors Legal Management Plans and how those Legal Management Plans affect third party liability insurance claims or law suits.
- (5) Maintains contractor insurance data sufficient to serve as a program baseline and provides overall measurement and justification for implementation of program initiatives and direction.

Major comment from Steve Duarte for Headquarters GC

Included comments:

SME Eric.Mulch@hq.doe.gov

Delete (4). 10 CFR part 719 assigns responsibilities related to approval and mgmt of LMPs to Department Counsel serving as CORs.

Response:

Accept with Modifications

Item (4) will be revised to read " Notifies the Office of General Counsel responsible for the technical oversight of Contractors' Legal Management Plan" when third party liability law suits or claims are filed or received in accordance with 10 CFR part 719."

SME Eric.Mulch@hq.doe.gov

Because 719 defines LMPs and provide intructions regarding the plans, Add the following language to the end of (4): ", " in accordance with 10 CFR part 719."

Response:

Accept

Major comment from Cathy Tullis for Headquarters NA

Included comments:

Ken West for NA-Acquisition and Project Management

4. Responsibilities a.(4): Recommend deletion. This should be a role for site counsel, rather than SPE.

Response:

Accept with Modifications

a(4) will be revised to read "Notifies the Office of General Counsel responsible for the technical oversight of Contractors' Legal Management Plan" when third party liability law suits or claims are file or received in accordance with 10 CFR part 719."

Henry Van Dyke for NA-General Counsel

a.4. Delete this provision. Oversight over the contractors' legal management plan is the purview of the site counsel, as the COR for contractor legal management issues. Further, I have no idea how the legal management plans would "affect third party liability insurance claims or law suits." Title 10 CFR 719 sets forth the specific requirements for legal management plans and, to my knowledge, nothing in the plan could impact third party liability insurance claims or lawsuits.

a.5: Recommend deletion. This is currently not done; the SPE does not maintain contractor insurance data. Further, what does "program initiatives and direction" refer to? That descriptor is very vague and, therefore, compliance for the SPE would be difficult.

Response:

Accept with Modifications

a(4) will be revised to read "Notifies the Office of General Counsel responsible for the technical oversight of Contractors' Legal Management Plan" when third party liability law suits or claims are file or received in accordance with 10 CFR part 719."

The primary purpose of obtaining the liability insurance is the "defense" of the insured. Any claims made under a 3rd party liability insurance coverage represents a liability law suit unless the claim is settled out of court. The settlement of a 3rd party liability claim needs to be managed to reduce cost.

Recommendation to delete a.5 is accepted.

Ken West for NA-Acquisition and Project Management

4. Responsibilities a.: Are the responsibilities for the SPE within the SPE expertise? This is not something currently being done by the SPE.

Response:

Reject

Response to Question.

Responsibilities with respect to the development of policies, procedures, standards, providing assistance to HCAs and

other field elements, and acting as liaison are within the purview of the SPE. These are consistent with SPE responsibilities at Ch IV, V, & VI of DOE O 350.1.

Ken West for NA-Acquisition and Project Management

4. Responsibilities a.(5): Recommend "program baseline" be defined. This is not currently performed by the NNSA SPE. Is this something the SPE should be burdened with?

Response:

Accept with Modifications

This item a.(5) has been deleted.

Ken West for NA-Acquisition and Project Management

4. Responsibilities a.(5): Recommend deletion. This data is not currently being maintained by the NNSA SPE.

Response:

Accept

Suggested comment from Cathy Tullis for Headquarters NA

Included comments:

Robert Park for Lawrence Livermore National Laboratory

What would the difference be with procurement oversight vs contract management oversight? Not sure what the effect will be. what is the reason for the change?

Response:

Accept with Modifications

Response to question:

Review of insurance policies is a post award function and contract management is a better fit than procurement oversight

Ken West for NA-Acquisition and Project Management

4. Responsibilities a.: Delete "Director"

Response:

Accept

Ken West for NA-Acquisition and Project Management

4. Responsibilities a.(3): Delete "Maintains" replace with "Acts as a"

Response:

Accept

Suggested comment from Robert Park for Lawrence Livermore National Laboratory

What would the difference be with procurement oversight vs contract management oversight? Not sure what the effect will be. what is the reason for the change?

Response:

Accept with Modifications

Response to question:

Review of insurance policies is a post award function and contract management is a better fit than procurement oversight

Suggested comment from Walter Cyganowski for Livermore Field Office**Included comments:****Robert Park for Lawrence Livermore National Laboratory**

What would the difference be with procurement oversight vs contract management oversight? Not sure what the effect will be. what is the reason for the change?

Response:

Accept with Modifications

Response to question:

Review of insurance policies is a post award function and contract management is a better fit than procurement oversight

Major comment from Ken West for NA-Acquisition and Project Management

4. Responsibilities a.: Are the responsibilities for the SPE within the SPE expertise? This is not something currently being done by the SPE.

Response:

Reject

Response to Question.

Responsibilities with respect to the development of policies, procedures, standards, providing assistance to HCAs and other field elements, and acting as liaison are within the purview of the SPE. These are consistent with SPE responsibilities at Ch IV, V, & VI of DOE O 350.1.

4. Responsibilities a.(4): Recommend deletion. This should be a role for site counsel, rather than SPE.

Response:

Accept with Modifications

a(4) will be revised to read "Notifies the Office of General Counsel responsible for the technical oversight of Contractors' Legal Management Plan" when third party liability law suits or claims are file or received in accordance with 10 CFR part 719."

4. Responsibilities a.(5): Recommend deletion. This data is not currently being maintained by the NNSA SPE.

Response:

Accept

4. Responsibilities a.(5): Recommend "program baseline" be defined. This is not currently performed by the NNSA SPE. Is this something the SPE should be burdened with?

Response:

Accept with Modifications

This item a.(5) has been deleted.

Suggested comment from Ken West for NA-Acquisition and Project Management

4. Responsibilities a.: Delete "Director"

Response:

Accept

4. Responsibilities a.(3): Delete "Maintains" replace with "Acts as a"

Response:

Accept

Major comment from Henry Van Dyke for NA-General Counsel

a.4. Delete this provision. Oversight over the contractors' legal management plan is the purview of the site counsel, as the COR for contractor legal management issues. Further, I have no idea how the legal management plans would "affect third party liability insurance claims or law suits." Title 10 CFR 719 sets forth the specific requirements for legal management plans and, to my knowledge, nothing in the plan could impact third party liability insurance claims or lawsuits.

a.5: Recommend deletion. This is currently not done; the SPE does not maintain contractor insurance data. Further, what does "program initiatives and direction" refer to? That descriptor is very vague and, therefore, compliance for the SPE would be difficult.

Response:

Accept with Modifications

a(4) will be revised to read "Notifies the Office of General Counsel responsible for the technical oversight of Contractors' Legal Management Plan" when third party liability law suits or claims are file or received in accordance with 10 CFR part 719."

The primary purpose of obtaining the liability insurance is the "defense" of the insured. Any claims made under a 3rd party liability insurance coverage represents a liability law suit unless the claim is settled out of court. The settlement of a 3rd

party liability claim needs to be managed to reduce cost.

Recommendation to delete a.5 is accepted.

Suggested comment from Tracy Williamson for Savannah River Operations Office (EM)

Included comments:

SME Joe.DaVia@srs.gov

There may be some overlap with responsibilities assigned in Chapter V, 4. b. (11). While Chapter V assigns responsibility for establishing the Workers' Comp settlement claims threshold to the HCAs, Chapter VII assigns responsibility for reviewing the WC threshold and claims exceeding the thresholds to the SPE. Having both responsibilities in the same chapter may make editing easier.

b. Heads of Contracting Activities (HCA).

- (1) Ensure compliance with the policies, procedures, and requirements set forth in this chapter.**
- (2) Ensure that proposed commercial insurance policies clearly define and include the ~~liability coverage required/desired by law or the terms of the contract; or authorized by the Contracting Officer for the specific type of risk associated with the operation and performance of the facility or contract. that the cost for proposed coverage is fair and reasonable, and that commercial, self-insurance, and DOE TPA options are considered.~~**
- (3) Approve insurance program(s) and determines whether the contractor has conducted a comprehensive market study comparing all available risk funding instruments (i.e., insurance plan, self-insurance plan, and combination insurance/self-insurance plan) for efficiency and cost effectiveness.**
- (4) Ensure the seamless transition of the administration and management of open-ended workers' compensation claims from terminating or expiring contracts to follow-on contracts.**

Major comment from Kathleen Ellis for Argonne National Laboratory

Although the term "comprehensive market study" is not defined, we are concerned that this requirement could be expensive and time-consuming. Additionally, the Laboratory's experience in the marketplace is that it is a challenge to find a large variety of risk funding instruments interested in insuring the Laboratory's risks. Accordingly, contractor resources spent engaging in a comprehensive market study likely would not be well spent and would likely merely confirm known information.

Major comment from John Kasproicz for Argonne Site Office

Included comments:

Kathleen Ellis for Argonne National Laboratory

Although the term "comprehensive market study" is not defined, we are concerned that this requirement could be expensive and time-consuming. Additionally, the Laboratory's experience in the marketplace is that it is a challenge to find a large variety of risk funding instruments interested in insuring the Laboratory's risks. Accordingly, contractor resources spent engaging in a comprehensive market study likely would not be well spent and would likely merely confirm known information.

Major comment from Steve Duarte for Headquarters GC

Included comments:

SME Eric.Mulch@hq.doe.gov

in (2), delete "by law or" as this is circular given the contractual requirement to comply with law.

Response:

Accept

Major comment from Cathy Tullis for Headquarters NA

Included comments:

Henry Van Dyke for NA-General Counsel

b.2. Recommend deletion. First, the HCA should not be doing a legal analysis as to whether the proposed insurance policies comply with the relevant laws. Second, aren't the desired outcomes---ensuring that the right clauses requiring coverage are included in the contract and ensuring that the contractor obtains insurance in compliance with the contract---already achieved by the requirements imposed on COs at 4.c. (2) and (4)?

b.4: Delete requirement. As I read the proposed 4.b.4, the concern is with making sure that follow on contractors assume responsibility for the worker's compensation and other insurance plans. This concern is resolved when the appropriate contract clauses are included in the contract to ensure that the responsibility for continued sponsorship of certain insurance plans flows to the successor contractor or, in the case of work ending at a facility, the contract clause requires the last contractor at the site to continue administration until DOE/NNSA tells it to stop doing so. This is covered by COs as per 4.c.4.

Response:

Accept with Modifications

B.2 will read as follows: "Ensure that proposed commercial insurance policies clearly defines the coverage required by the terms of the contract; or authorized by the Contracting Officer for the specific type of risk associated with the operation and performance of the facility or contract". The HCA need not perform a legal analysis but needs to ensure that contractor purchase the required insurance coverage. The CO may perform this responsibility but the HCA has overall responsibility for ensuring that it gets done.

The recommendations to delete 4.b4 is accepted.

Ken West for NA-Acquisition and Project Management

4. Responsibilities b.(2): Recommend deletion. The HCA should not be doing a legal analysis as to whether the proposed insurance policies comply with the relevant laws. In addition, aren't the desired outcomes---ensuring that the right clauses requiring coverage are included in the contract and ensuring that the contractor obtains insurance in compliance with the contract---already achieved by the requirements imposed on COs at 4.c. (2) and (4)?

Response:

Accept with Modifications

B.2 will read as follows: "Ensure that proposed commercial insurance policies clearly defines the coverage required by the terms of the contract; or authorized by the Contracting Officer for the specific type of risk associated with the operation and performance of the facility or contract". The HCA need not perform a legal analysis but needs to ensure that contractor purchase the required insurance coverage. The CO may perform this responsibility but the HCA has overall responsibility for ensuring that it gets done.

Ken West for NA-Acquisition and Project Management

4. Responsibilities b.(4): Recommend deletion. This concern is resolved when the appropriate contract clauses are included in the contract to ensure that the responsibility for continued sponsorship of certain insurance plans flows to the successor contractor or, in the case of work ending at a facility, the contract clause requires the last contractor at the site to continue administration until DOE/NNSA tells it to stop doing so.

Response:

Accept

Suggested comment from Jennifer Kelley for Headquarters SC

Paragraph 4b(3). Although the term "comprehensive market study" is not defined, we are concerned that this requirement could be expensive and time-consuming. Additionally, the Laboratory's experience in the marketplace is that it is a challenge to find a large variety of risk funding instruments interested in insuring the Laboratory's risks. Accordingly, contractor resources spent engaging in a comprehensive market study likely would not be well spent and would likely merely confirm known information. Suggest clarification in regard to the extent of the "comprehensive market study" expected to be conducted by the contractor.

Response:

Accept The market study required is to provide a knowledge base of the insurance market, i.e., the availability of coverage in the commercial world. Additionally, the study is to provide an understanding of the financing techniques available and show that what is being proposed or implemented by the contractor is cost efficient and not detrimental to DOE/the government. Most of the analysis is provided by insurance brokers whose reasonable fees are reimbursed under the contract.

Major comment from Ken West for NA-Acquisition and Project Management

4. Responsibilities b.(2): Recommend deletion. The HCA should not be doing a legal analysis as to whether the proposed insurance policies comply with the relevant laws. In addition, aren't the desired outcomes---ensuring that the right clauses requiring coverage are included in the contract and ensuring that the contractor obtains insurance in compliance with the contract---already achieved by the requirements imposed on COs at 4.c. (2) and (4)?

Response:

Accept with Modifications

B.2 will read as follows: "Ensure that proposed commercial insurance policies clearly defines the coverage required by the terms of the contract; or authorized by the Contracting Officer for the specific type of risk associated with the operation and performance of the facility or contract". The HCA need not perform a legal analysis but needs to ensure that contractor purchase the required insurance coverage. The CO may perform this responsibility but the HCA has overall responsibility for ensuring that it gets done.

4. Responsibilities b.(4): Recommend deletion. This concern is resolved when the appropriate contract clauses are included in the contract to ensure that the responsibility for continued sponsorship of certain insurance plans flows to the successor contractor or, in the case of work ending at a facility, the contract clause requires the last contractor at the site to continue administration until DOE/NNSA tells it to stop doing so.

Response:

Accept

Major comment from Henry Van Dyke for NA-General Counsel

b.2. Recommend deletion. First, the HCA should not be doing a legal analysis as to whether the proposed insurance policies comply with the relevant laws. Second, aren't the desired outcomes---ensuring that the right clauses requiring coverage are included in the contract and ensuring that the contractor obtains insurance in compliance with the contract---already achieved by the requirements imposed on COs at 4.c. (2) and (4)?

b.4: Delete requirement. As I read the proposed 4.b.4, the concern is with making sure that follow on contractors assume responsibility for the worker's compensation and other insurance plans. This concern is resolved when the appropriate contract clauses are included in the contract to ensure that the responsibility for continued sponsorship of certain insurance plans flows to the successor contractor or, in the case of work ending at a facility, the contract clause requires the last contractor at the site to continue administration until DOE/NNSA tells it to stop doing so. This is covered by COs as per 4.c.4.

Response:

Accept with Modifications

B.2 will read as follows: "Ensure that proposed commercial insurance policies clearly defines the coverage required by the terms of the contract; or authorized by the Contracting Officer for the specific type of risk associated with the operation and performance of the facility or contract". The HCA need not perform a legal analysis but needs to ensure that contractor purchase the required insurance coverage. The CO may perform this responsibility but the HCA has overall responsibility for ensuring that it gets done.

The recommendations to delete 4.b4 is accepted.

Major comment from Jodi Dawson for Richland Operations Office

Included comments:

SME Cindy.Oliver@rl.doe.gov

Proposed change to (2) to read as follows, as written it appears that the contract can trump law: Ensure that proposed commercial insurance policies clearly define and include the liability coverage required by law, ~~or~~ the terms of the contract, ~~or~~ and authorized by the Contracting Officer for the specific type of risk associated with the operation and performance of the facility or contract.

Change to (3) as follows - change is consistent with 970.5228-1, FAR 52.228-7, FAR 28.301, FAR 28.307, and FAR 28.308 : Approve **Self-Insurance and Group Insurance program** plan(s) and determines whether the contractor has conducted a comprehensive market study comparing all available risk funding instruments (i.e., insurance plan, self-insurance plan, and combination insurance/self-insurance plan) for efficiency and cost effectiveness.

c. Cognizant Contracting Officers.

- (1) Establish and negotiate contract ~~provisions~~ **clauses** affecting contractor insurance programs.
- (2) Approve contractor insurance policies and plans proposed for operations at DOE facilities when delegated by

the HCA.

- (3) Approve renewal insurance policies and plans for contractor operations at DOE facilities.
- (4) ~~Ensure that solicitations and contracts contain required insurance language and clauses~~ the required insurance provisions and clauses are contained in all solicitations and contracts, respectively.
- (5) Maintain permanent file copies of contractor insurance policies, self-insurance certificates, and agreements/contracts
- (6) Ensure that contractor's self-insurance proposal justifies the self-insurance rates and charges, and that the cost of self-insurance does not exceed the cost of a competitively purchased insurance.
- (7) Conduct an annual review of insurance cost, self-insurance charges, and loss/claims experience data to ensure that insurance premium and self-insurance charges are reasonable.
- (8) Ensure the contractor develops and submit a comprehensive Risk Management Policy Statement (RMPS).

Major comment from Kathleen Ellis for Argonne National Laboratory

The term comprehensive Risk Management and Policy Statement is not defined. To the extent this requires dedicated resources beyond what the Laboratory currently devotes to risk management, we are concerned about the additional contractor costs. It would be helpful to have some additional information with regard to DOE's expectations of a RMPS.

Major comment from John Kasproicz for Argonne Site Office

Included comments:

Kathleen Ellis for Argonne National Laboratory

The term comprehensive Risk Management and Policy Statement is not defined. To the extent this requires dedicated resources beyond what the Laboratory currently devotes to risk management, we are concerned about the additional contractor costs. It would be helpful to have some additional information with regard to DOE's expectations of a RMPS.

Major comment from Cathy Tullis for Headquarters NA

Included comments:

Ken West for NA-Acquisition and Project Management

4. Responsibilities c. (6) and (7): Recommend deletion of this requirement. Isn't the requirement to annually review insurance costs imposed on the contractor, as the contractor has closest access to the data?

Response:

Accept with Modifications

The CO has the responsibility under FAR 42.302(a)(2) to review contractor insurance plans. Items 4.c.(6)&(7) are implementing instructions to COs and their support CHR Specialist in their performance of this contract administration function. The word "conduct" in Item 4(c)(7) is replaced with "obtain" and the requirement will read as follows "Obtain contractor's annual review of insurance cost, self-insurance charges, and loss/claims experience to ensure that insurance premium and/or self-insurance charges are reasonable". This action is consistent with Item 4.c.(6) where the contractor maintaining the data has the burden of conducting/providing the analysis. But the implementing instructions have to maintained in the order to ensure that the contract administration function for the review of contractor insurance plans/programs are complied with.

Ken West for NA-Acquisition and Project Management

4. Responsibilities c.(5): Recommend deletion of this as a CO requirement. Recommend this be a requirement for the contractors to perform. Results should be provided to the CO to determine charges are reasonable.

Response:

Accept with Modifications

c.(5) will read as follows: "Ensure contractor submits a copy of approved insurance policy(ies), self insurance certificates, agreements and contracts for DOE's permanent file copy/records".

The contractor must maintain a complete record of the all insurance transactions but DOE the CO and his/her representative must maintain a permanent record of the approved insurance.

Ken West for NA-Acquisition and Project Management

4. Responsibilities c.(5): Recommend deletion of this as a CO requirement. Recommend this be a requirement for the contractors to perform. Results should be provided to the CO to determine charges are reasonable.

Response:

Accept with Modifications

.(5) will read as follows: "Ensure contractor submits a copy of approved insurance policy(ies), self insurance certificates, agreements and contracts for DOE's permanent file copy/records".

The contractor must maintain a complete record of the all insurance transactions but DOE the CO and his/her representative must maintain a permanent record of the approved insurance.

Suggested comment from Cathy Tullis for Headquarters NA**Included comments:****Ken West for NA-Acquisition and Project Management**

4. Responsibilities c.(8): Question: What is a Risk Management Policy Statement?

Response:

Accept

A risk management policy statement is an organizational tool that describes an organization's commitment to risk management and clarifies its general direction or intention with respect to risk management. This definition will be added to 4.c(8)

Ken West for NA-Acquisition and Project Management

4. Responsibilities c.(4): Question: What/where are the required provisions and clauses that are to be included in all solicitations and contracts?

Response:

Accept

In addition to the INSURANCE-LITIGATION AND CLAIMS at

970.5228-1 and 952.231-71, Chapter VII CRD is being converted to Special H Clause for use in DOE contracts in lieu of the CRD. This action is consistent with the conversion of the CRDs of Chapters IV, V, VI of DOE O 350.1 into a Special H Clause.

Henry Van Dyke for NA-General Counsel

c.7, Responsibilities for CO: Delete requirement. Isn't the requirement to annually review insurance costs imposed on the contractor, as the contractor has closest access to the data?

Response:

Accept with Modifications

The CO has the responsibility under FAR 42.302(a)(2) to review contractor insurance plans. Items 4.c.(6)&(7) are implementing instructions to COs and their support CHR Specialist in their performance of this contract administration function. The word "conduct" in Item 4.c.(7) is replaced with "obtain" and the requirement will read as follows "Obtain contractor's annual review of insurance cost, self-insurance charges, and loss/claims experience to ensure that insurance premium and self-insurance charges are reasonable". This is consistent with Item 4.c.(6) where the contractor maintaining the data has the burden of conducting/providing the analysis. But the implementing instructions have to be maintained in the order to ensure that the contract administration function for the review of contractor insurance plans/programs are complied with.

Ken West for NA-Acquisition and Project Management

4. Responsibilities c.(5): Insert "Ensure contractor" prior to "Maintain".

Change "maintain" to "maintains"

Insert "and provides them to the CO upon request"

Should read, "Ensure contractor maintains permanent file copies of insurance policies, self-insurance certifications and agreements/contracts and provides them to the CO upon request"

Response:

Accept with Modifications

c.(5) will read as follows: "Ensure contractor submits a copy of approved insurance policy(ies), self insurance certificates, agreements and contracts for DOE's permanent file copy/records".

The contractor must maintain a complete record of the all insurance transactions but DOE the CO and his/her representative must maintain a permanent record of the approved insurance.

Major comment from Jennifer Kelley for Headquarters SC

Paragraph 4c(8). The term comprehensive Risk Management and Policy Statement (RMPS) is not defined. To the extent this requires dedicated resources beyond what the Laboratory currently devotes to risk management we are concerned about the additional contractor costs. It would be helpful to have some additional information with regard to DOE's expectations of a RMPS.

Response:

Accept

A risk management policy statement is an organizational tool that describes an organization's commitment to risk management and clarifies its general direction or intention with respect to risk management. This definition is added to 4.(c) (8).

Suggested comment from Jennifer Kelley for Headquarters SC

Paragraph 4c(2). It is unclear if this Contracting Officer approval of "policies and plans" corresponds to paragraph 4b(2) or paragraph 4b(3) of the HCA responsibility since paragraph 4b(2) under HCA responsibility doesn't involve an approval, and paragraph 4b(3) is approval of the overall insurance "program".

Response:

Accept

Clarification:

Liability insurance is "required" insurance. Other forms of commercial or business insurance require DOE approval. Hence HCA responsibility at 4(b)(2) is to ensure that commercial insurance being purchased by the contractor and 4(b)(3) are compliant with the terms of the contract. HCA responsibility at 4(b)(3) ensures the cost effectiveness of the proposed insurance program. CO responsibility at 4(c)(2) as delegated by the HCA is to approve the policy ensuring that the executed policy is consistent with the coverage and insurance program that was approved by the HCA.

Paragraph 4c(3). Suggest a clarification be included on whether approval of policy renewals are an HCA responsibility that can be delegated, similar to paragraph 4c(2), otherwise it will be interpreted that renewals are only approved by the Contracting Officer.

Response:

Accept. 4.c.(3) will read as follows: "Approve renewal insurance policies and plans for contractor operations at DOE when delegated by the HCA".

Major comment from Ken West for NA-Acquisition and Project Management

4. Responsibilities c.(5): Recommend deletion of this as a CO requirement. Recommend this be a requirement for the contractors to perform. Results should be provided to the CO to determine charges are reasonable.

Response:

Accept with Modifications

.(5) will read as follows: "Ensure contractor submits a copy of approved insurance policy(ies), self insurance certificates, agreements and contracts for DOE's permanent file copy/records".

The contractor must maintain a complete record of the all insurance transactions but DOE the CO and his/her representative must maintain a permanent record of the approved insurance.

4. Responsibilities c.(5): Recommend deletion of this as a CO requirement. Recommend this be a requirement for the contractors to perform. Results should be provided to the CO to determine charges are reasonable.

Response:

Accept with Modifications

c.(5) will read as follows: "Ensure contractor submits a copy of approved insurance policy(ies), self insurance certificates, agreements and contracts for DOE's permanent file copy/records".

The contractor must maintain a complete record of the all insurance transactions but DOE the CO and his/her representative must maintain a permanent record of the approved insurance.

4. Responsibilities c. (6) and (7): Recommend deletion of this requirement. Isn't the requirement to annually review insurance costs imposed on the contractor, as the contractor has closest access to the data?

Response:

Accept with Modifications

The CO has the responsibility under FAR 42.302(a)(2) to review contractor insurance plans. Items 4.c.(6)&(7) are implementing instructions to COs and their support CHR Specialist in their performance of this contract administration function. The word "conduct" in Item 4(c)(7) is replaced with "obtain" and the requirement will read as follows "Obtain contractor's annual review of insurance cost, self-insurance charges, and loss/claims experience to ensure that insurance premium and/or self-insurance charges are reasonable". This action is consistent with Item 4.c.(6) where the contractor maintaining the data has the burden of conducting/providing the analysis. But the implementing instructions have to maintained in the order to ensure that the contract administration function for the review of contractor insurance plans/programs are complied with.

Suggested comment from Ken West for NA-Acquisition and Project Management

4. Responsibilities c.(4): Question: What/where are the required provisions and clauses that are to be included in all solicitations and contracts?

Response:

Accept

In addition to the INSURANCE-LITIGATION AND CLAIMS at

970.5228-1 and 952.231-71, Chapter VII CRD is being converted to Special H Clause for use in DOE contracts in lieu of the CRD. This action is consistent with the conversion of the CRDs of Chapters IV, V, VI of DOE O 350.1 into a Special H Clause.

4. Responsibilities c.(5): Insert "Ensure contractor" prior to "Maintain".

Change "maintain" to "maintains"

Insert "and provides them to the CO upon request"

Should read, "Ensure contractor maintains permanent file copies of insurance policies, self-insurance certifications and agreements/contracts and provides them to the CO upon request"

Response:

Accept with Modifications

c.(5) will read as follows: "Ensure contractor submits a copy of approved insurance policy(ies), self insurance certificates,

agreements and contracts for DOE's permanent file copy/records".

The contractor must maintain a complete record of the all insurance transactions but DOE the CO and his/her representative must maintain a permanent record of the approved insurance.

4. Responsibilities c.(8): Question: What is a Risk Management Policy Statement?

Response:

Accept

A risk management policy statement is an organizational tool that describes an organization's commitment to risk management and clarifies its general direction or intention with respect to risk management. This definition will be added to 4.c(8)

Suggested comment from Henry Van Dyke for NA-General Counsel

c.7, Responsibilities for CO: Delete requirement. Isn't the requirement to annually review insurance costs imposed on the contractor, as the contractor has closest access to the data?

Response:

Accept with Modifications

The CO has the responsibility under FAR 42.302(a)(2) to review contractor insurance plans. Items 4.c.(6)&(7) are implementing instructions to COs and their support CHR Specialist in their performance of this contract administration function. The word "conduct" in Item 4.c.(7) is replaced with "obtain" and the requirement will read as follows "Obtain contractor's annual review of insurance cost, self-insurance charges, and loss/claims experience to ensure that insurance premium and self-insurance charges are reasonable". This is consistent with Item 4.c.(6) where the contractor maintaining the data has the burden of conducting/providing the analysis. But the implementing instructions have to be maintained in the order to ensure that the contract administration function for the review of contractor insurance plans/programs are complied with.

Major comment from Jodi Dawson for Richland Operations Office

Included comments:

SME Cindy.Oliver@rl.doe.gov

Change (2) to read as follows - change is consistent with 970.5228-1, FAR 52.228-7, FAR 28.301, FAR 28.307, and FAR 28.308: Approve contractor **Self-Insurance and Group** insurance policies and plans proposed for operations at DOE facilities when delegated by the HCA.

Change (3) to read as follows - regulations (970.5228-1, FAR 52.228-7, FAR 28.301, FAR 28.307, and FAR 28.308) do not require approval; however, a determination of allowability is required: **Approve Review** renewal insurance policies and plans for contractor operations at DOE facilities **for allowability determination**.

Add a period to the end of the sentence on (5).

Move (6) under (2) or combine with (2).

5. REFERENCES.

5. REFERENCES.

- a. **Public Law 83.703, ATOMIC ENERGY ACT OF 1954, as amended.**
- b. **Federal Acquisition Regulations (FAR) 28.3, INSURANCE.**
- c. **Department of Energy Acquisition Regulations (DEAR) 928.3, INSURANCE.**
- d. **FAR Part 30, COST ACCOUNTING STANDARDS ADMINISTRATION.**
- e. **FAR 31.205-19, INSURANCE AND INDEMNIFICATION.**
- f. **Cost Accounting Standards (CAS) 416, ACCOUNTING FOR INSURANCE COSTS.**
- g. **DEAR 950, EXTRAORDINARY CONTRACTUAL ACTIONS AND THE SAFETY ACT, describes DOE contractual indemnification authority for nuclear and non-nuclear public liability risks.**
- h. **DEAR 950.70, NUCLEAR INDEMNIFICATION OF DOE CONTRACTORS.**
- i. **DEAR 950.71, GENERAL CONTRACT AUTHORITY INDEMNITY.**
- j. **DEAR 970.28, BONDS AND INSURANCE**
- k. **DEAR 970.5070, INDEMNIFICATION.**
- l. **DEAR 970.5228-1, INSURANCE-LITIGATION AND CLAIMS**

Major comment from Kathleen Ellis for Argonne National Laboratory

We recommend adding a reference to 10 CFR Part 719, Contractor Legal Management Requirements.

Major comment from John Kasprowicz for Argonne Site Office

Included comments:

Kathleen Ellis for Argonne National Laboratory

We recommend adding a reference to 10 CFR Part 719, Contractor Legal Management Requirements.

Major comment from Steve Duarte for Headquarters GC

Included comments:

SME Gena.Cadieux@hq.doe.gov

The correct title is Federal Acquisition Regulation, not Regulations. Same also, for Department of Energy Acquisition Regulation. See FAR 1.101, DEAR 901.101.

Response:

Accept

Suggested comment from Steve Duarte for Headquarters GC

Included comments:

SME Eric.Mulch@hq.doe.gov

Add the nonM&O insurance clause to the reference list:

DEAR 952.231-71, INSURANCE-LITIGATION AND CLAIMS

Response:

Accept

Suggested comment from Jennifer Kelley for Headquarters SC

We recommend adding a reference to 10 CFR Part 719, Contractor Legal Management Requirements. Corresponds with reference to Contractor Legal Management Plans referred to under paragraph 4a(4).

Response:

Accept

6. CONTACT

6. CONTACT. Contractor Human Resources Policy Division, MA-612, at 202) ~~586-1368~~ 287-1330

Suggested comment from Steve Duarte for Headquarters GC

Included comments:

SME eva.auman@hq.doe.gov

There is a typographical error. Insert the open parenthesis prior to 202). Should be (202) 287-1330.

Response:

Accept

TEXT DELETED FROM CHAPTER VII

**~~CONTRACTOR REQUIREMENTS DOCUMENT RISK MANAGEMENT AND
LIABILITY PROGRAMS~~**

~~Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.~~

~~1. BASIC REQUIREMENTS.~~

- a. ~~Maintain commercial insurance or self-insurance programs required by law, regulation, and the requirements of the contract.~~
-
-
- b. ~~Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization. (See DEAR 950.7010 and 970.2870.)~~
-
-
- c. ~~Demonstrate that insurance program costs comply with cost limitations and exclusions at FAR 31.205.19, INSURANCE AND INDEMNIFICATION.~~
-
-
- d. ~~Demonstrate that the liability insurance program is being conducted in the government's best interest and at reasonable cost.~~
-
-
- e. ~~Provide current copies of all insurance policies or insurance arrangements, throughout the contract term, to the contracting officer.~~
-
-
- f. ~~Ensure that self-insurance programs include the following elements:~~
 - (1) ~~Criteria required to justify self-insurance costs. (See FAR 28.308, SELF-INSURANCE.)~~
 -
 - (2) ~~Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.~~
 - (3) ~~Safeguards to ensure that third party claims and claim settlements are processed in accordance with approved procedures.~~

2. PLAN EXPERIENCE REPORTING.

- a. ~~Provide the contracting officer with annual experience reports for each type of liability (i.e., automobile and commercial general liability) listing the following for each category:~~
 - (1) ~~The amount paid for each claim.~~
 - (2) ~~The amount reserved for each claim.~~
 - (3) ~~The direct expenses related to each claim.~~
 - (4) ~~A summary for the year showing total number of claims.~~
 - (5) ~~A total amount for claims paid.~~
 - (6) ~~A total amount reserved for claims.~~
 - (7) ~~The total amount of direct expenses.~~
- b. ~~When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year including those expected to become major claims (e.g., those valued at \$100,000 or greater).~~
- e. ~~Additional claim and financial experience data may be requested from the policyholder on a case-by-case.~~

3. TERMINATING OPERATIONS. Responsible officials shall ensure:

- a. ~~That the government's interests are protected through proper recording of cancellation credits due to policy terminations and/or experience rating.~~
- b. ~~Continuing policy administration requirements are identified and provided by the terminated contractor, another DOE contractor, or a DOE Operations/Field Office.~~
- c. ~~DOE and any self-insured contractor reach agreement on handling and settlement of claims incurred but not reported at time of contract termination; otherwise, the contractor shall retain this liability; and~~
- d. ~~Insurance policies are transferred to DOE through an "assignment" of policies after all claims are closed.~~

4. SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION. Unless otherwise determined to be in the government's best interests, contractors shall ensure:
- a. That insurance policies of a former DOE contractor are assumed by the successor;
 - b. the contractor protects the government's interests, through proper recording of all cancellation credits, due to policy terminations and/or experience rating;
 - c. the successor contractor assumes any continued claims administration relating to the former DOE contractor operation;
 - d. incurred but not reported claims relating to the former DOE contractor's operation are reported to and handled by the appropriate insurer;
 - e. successor DOE contractors obtain the written approval by the contracting officer for any change in program direction; and
 - f. insurance coverage replacement is maintained as required and/or approved by the contracting officer

ADDITIONAL GUIDANCE

1. Insurance. Contractors selected to manage and operate DOE-owned facilities have traditionally used insurance companies to provide claims and settlement services. These traditional policies are referred to as "service-type policies" or "retrospective policies." Under such policies, DOE has underwritten losses to the extent the losses were allowable under the terms of the contract. The contractor has some flexibility as to how it sets up its insurance program; however, if it is determined that specific alternative arrangements, as noted below, will be in the government's best interest, DOE officials may require participation by DOE contractors.
- a. Service-type (Retrospective) Insurance Policies. These policies represent an un-bundling of insurer services to allow claims adjustment and settlement only. Under this arrangement, an insurer issues policies to the DOE contractor and the insurer's claims services are then utilized; however, no contingent liabilities are transferred to the insurer. Various types of claims can be handled under these policies, as approved by the appropriate DOE contracting official. The cost of the policy is the cost of claims plus adjustment costs, administrative costs (e.g., taxes), and a fee for service to the insurer. Adjustment costs are to be determined on a basis that avoids in fact and appearance a percentage of cost fee structure. Final cost is not determined until the policy is canceled or expires and all claims incurred have been processed and settled. Certificates of insurance can be issued by the insurer as required to show proof of financial responsibility.
 - b. Self-insurance by DOE contractors. This program requires contractors to service claims using their own personnel or to acquire a TPA to service claims. Previously, some DOE self-insured contractors have used a TPA contractor to accomplish their claim services. TPAs offer "administrative services," including claims investigation and claims settlement and possibly other related services.
 - c. Self-insurance Using the Departmental Third Party Administrator (TPA). DOE HQ has a contract for nationwide services with a TPA contractor that is available to DOE contractors on a fixed cost per claim basis. It also offers a variety of loss control/prevention services on a fixed price per hour basis. This contract is the "cost" standard against which all others should be measured. DOE contracts should require DOE contractors to use this service, where it is in the Government's best interest. Contracting Officers should carefully evaluate contractor justification for use of any alternative insurance program, against the cost and benefits provided by the Departmental TPA.

CONTRACTOR LIABILITY SCENARIOS

The following are some of the types of liability exposures to which a contractor may be exposed:

1. Premises and Operations Liability Exposures. Premises and operations claims can arise out of either the premises owned or utilized or out of operations conducted at or away from these premises.

2. Products and Completed Operations Liability Exposures. Products claims can arise out of goods that have been manufactured, sold, handled, or distributed; completed operations claims can arise out of services performed after such services have been completed.
3. Employee Benefit Programs Liability Exposures. Employee benefit program claims can arise out of negligent administration of such plans by those authorized to act in some certain administrative capacity for these plans.
4. Fiduciary Liability Exposures. Fiduciary claims can arise from violation(s), or alleged violation(s), of the responsibilities, obligations, or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, or amendments thereto.
5. Employers Liability Exposures. Employer claims can arise when an employee is injured or becomes stricken with an occupational disease due to an employer's negligence. NOTE: Workers compensation is payable to employees when an employer has met its "duty of care" responsibilities.
6. Pollution Liability Exposures. Pollution claims can arise due to careless or reckless conduct that damages others through the impairment of air, land, or water resources.
7. Medical Malpractice Liability Exposures. Medical malpractice claims can arise when others are damaged by medical professionals who have breached a standard or standards of care.
8. Auto, Aircraft, Watercraft Liability Exposures. Auto, aircraft, or watercraft claims can arise when, through the use of such vehicles, third persons are damage

DEFINITIONS

1. Liability. A condition of being legally bound in law and justice to do something that may be enforced in the courts. Liability insurance can provide extremely broad coverage for this legal liability.
2. Commercial insurance policy. A contract in which one party, for consideration, agrees to reimburse another for a loss caused by designated contingencies. The first party is called the insurer or underwriter; the second, the insured or policyholder; the contract is the insurance policy; the legal consideration is the premium; the bodily injury or property insured is the exposure; and the contingency is the happening of the insured event.
3. Service-type (retrospective) insurance policy. An insurance policy (contract) in which the cost of the policy (premium) equals the policyholder's claims experience and the insurer's administration cost, plus a fee to the insurer. Under this type of policy, the insurance company does not use its own assets to reimburse the policyholder for a loss caused by covered contingencies. The policy provides only for claim processing and any other designated services.
4. Self-insurer. An individual, partnership, or corporation that retains responsibility for all or part of its contingent losses.
5. Risk. The hazard or condition whose measure relates to the likely frequency or severity of loss.
6. Risk management. A discipline with the goal to protect the assets and profits of an organization by reducing the potential for a loss before it occurs. Includes appropriate financing, through insurance and other means, and reduction of potential exposures to catastrophic loss such as acts of God, human error, or court judgments.
7. Administrative Services Contract. An arrangement under which an insurer (underwriter), insurance broker, or other organization provides administrative services only (e.g., claims investigation, claims settlement). The party acquiring the service retains the liability for loss exposure and losses incurred (self-insurance).
 8. Third Party Administrator (TPA). The organization that has a contract requiring performance of "administrative services only."

Suggested comment from Robert Park for Lawrence Livermore National Laboratory

not opposed to the deletion of the text but would like to know the reasoning as to "why" all of this is being deleted? It appears the original content was to provide guidance but the contractor should be aware of the types of insurance or self-insurance needed to run its operation - perhaps this is a means to recognize the contractor's ability to put together a complete and cohesive program?

Suggested comment from Walter Cyganowski for Livermore Field Office

Included comments:

Robert Park for Lawrence Livermore National Laboratory

not opposed to the deletion of the text but would like to know the reasoning as to "why" all of this is being deleted? It appears the original content was to provide guidance but the contractor should be aware of the types of insurance or self-insurance needed to run its operation - perhaps this is a means to recognize the contractor's ability to put together a complete and cohesive program?

Major comment from Jennifer Bitsie for Sandia Field Office

Included comments:

SME Lindsey.vanness@nnsa.doe.gov

Contractor requirements must be captured in the Contractor Requirements Document (CRD). I don't see how we could hold the Contractor accountable for developing a cost effective liability program pursuant to FAR 28.307 unless that instruction is provided in a CRD. I see that the instruction is located in Chapter VII, but that instruction is for Feds, not the Contractor.